

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

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J. BARROWS, INC., : Docket No.: 09-03905
: (LDW)(ETB)
Plaintiff, :
: -against- :
JOSEPH UVINO, et al. :
Defendants, :
-and- :
BARROWS, et al. :
Additional Defendants on the Counterclaims. :
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JOSEPH UVINO, WENDY UVINO, WOOD & COLORS, :
INC. and POOLS BY PAUL GUILLO, INC., :
Third-Party Plaintiffs, :
- against - :
BARROWS, et al. :
Third-Party Defendants. :
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JOSEPH UVINO and WENDY UVINO, :
Third-Party Plaintiffs, :
- against - :
KAEHLER MOORE ARCHITECTS, et al. :
Third-Party Defendants. :
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**DECLARATION OF JOSEPH UVINO IN OPPOSITION TO J. BARROWS INC.'S
MOTION FOR AWARD OF COSTS AND FEES AND FOR
COLLATERAL SOURCE HEARING AND KAEHLER MOORE
ARCHITECTS' MOTION FOR A COLLATERAL SOURCE HEARING**

JOSEPH UVINO, of full age and under penalty of perjury, hereby declares:

1. I am familiar with the facts set forth herein on the basis of my personal knowledge and a review of documents in my possession.
2. I submit this declaration in opposition to J. Barrows Inc.'s ("JBI") Motion for Award of Costs and Fees and for a Collateral Source Hearing and Kaehler Moore Architects' ("KMA") Motion for a Collateral Source Hearing.
3. My wife, Wendy Uvino, and I have neither entered into a settlement agreement with nor received any payments from Valdespino Custom Builders, Inc. in connection with this action.
4. My wife, Wendy Uvino, and I have received no payment from F. Schneider Contracting in connection with this action.
5. My wife, Wendy Uvino, and I have neither entered into a settlement agreement with nor received any payments from Woods & Colors, Inc. in connection with this action.
6. My wife, Wendy Uvino, and I have neither entered into a settlement agreement with nor received any payments from Sunshine Rooms, Inc. in connection with this action.
7. My wife, Wendy Uvino, and I entered into a settlement agreement with Pools by Guillo, whereby Pools by Guillo (i) addressed items which it was obligated to perform; and (ii) released its mechanic's lien against us.
8. My wife, Wendy Uvino, and I entered into a settlement agreement with J.L. Masonry whereby J.L. Masonry paid \$5,000 and released its mechanic's lien against.

Dated: New York, New York
April 27, 2012

By: _____

Joseph Uvino